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STATE FARM GENERAL INSURANCE  
COMPANY

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

KAI LEE, an individual

Plaintiff,

v.

STATE FARM GENERAL INSURANCE  
COMPANY; and DOES 1-50, inclusive,

Defendants.

Case No.

[San Francisco County Superior Court  
Action No. CGC-21-597318]

**DEFENDANT STATE FARM  
GENERAL INSURANCE COMPANY'S  
PETITION FOR REMOVAL OF CIVIL  
ACTION PURSUANT TO 28 U.S.C. §§  
1332, 1441(b) and 1446 [DIVERSITY  
JURISDICTION]**

DEMAND FOR JURY TRIAL  
[Fed. R. Civ. Proc., Rule 38(a)]

**TO PLAINTIFF KAI LEE, HIS COUNSEL OF RECORD, AND THE CLERK OF  
THE ABOVE-ENTITLED COURT:**

PLEASE TAKE NOTICE that Defendant STATE FARM GENERAL INSURANCE  
COMPANY (hereinafter "State Farm") hereby removes to this Court the State Court action  
described below:

1. On December 27, 2021, Plaintiff KAI LEE (hereinafter "Plaintiff") filed a civil  
Complaint for Damages against State Farm in the San Francisco County Superior Court, Case No.  
CGC-21-597318. The Complaint alleges causes of action for breach of contract and breach of the  
implied covenant of good faith and fair dealing. A true and correct copy of Notice of Service of

DEFENDANT'S PETITION FOR  
REMOVAL OF CIVIL ACTION

1 Process, Summons, Complaint, Civil Case Cover Sheet, Notice of Case Management Conference,  
 2 and ADR Informational Sheet are attached as Exhibit “A” to the accompanying Declaration of  
 3 Todd A. Roberts.

4 2. The Summons and Complaint, according to the records of the Corporation Service  
 5 Company – Wilmington, DELAWARE (“CSC”), were served on December 28, 2021.  
 6 (Declaration of Roberts, ¶ 3.)

7 3. Plaintiff brings an action for “damages” against State Farm in connection with an  
 8 insurance claim arising out of an alleged wrongful eviction, alleged habitability issues, and  
 9 alleged carbon monoxide poisoning of Rosa Cheung, a tenant at the Plaintiff’s home, occurring in  
 10 July 2019. (Complaint, ¶ 12.) The property at issue was listed as the insured location under State  
 11 Farm Policy No. 97-40-4849-8 (Complaint, ¶ 8.) By their Complaint, Plaintiff seeks damages,  
 12 including claims for multiple policy limits, each of which is \$300,000.00 (Complaint, ¶¶ 14, 16,  
 13 20), experts’ and consultants’ fees and costs, (Complaint ¶ 26), for attorney fees (Complaint, ¶  
 14 26) and for punitive damages. (Complaint, ¶ 28.) Thus, the present matter in controversy and the  
 15 estimated claims and benefits sought, for which State Farm disputes liability, are in the amount in  
 16 excess of \$75,000.00.

17 4. A civil action brought in a State Court of which the Federal Court has original  
 18 jurisdiction may be removed to the District Court for the District embracing the place where such  
 19 action is pending. (28 U.S.C. § 1441(a). Federal Courts have jurisdiction over controversies  
 20 between “citizens in different states” pursuant to 28 U.S.C. § 1332(a)(1) and Article III, Section  
 21 2, of the United States Constitution.

22 5. Diversity jurisdiction, including the amount in controversy, is determined at the  
 23 time of removal (*Kenneth Rothschild Trust v. Morgan Stanley Dean Witter* (1999) F.Supp.2d 993,  
 24 1000 (C.D. Cal. 2002.)

25 6. Plaintiff resides in the County of San Francisco, State of California. (Complaint,  
 26 ¶¶ 1-2.) Defendant State Farm is a corporation organized and existing under the laws of the State  
 27 of Illinois and having its principal place of business in the State of Illinois. (Complaint, ¶ 3.)  
 28 State Farm is the only Defendant that has been named and served with Summons and Complaint

1 in this action. (Exhibit “B”, California Secretary of State Statement of Information, is attached to  
 2 the Declaration of Todd A. Roberts.)

3 7. The amount in controversy calculation considers general/non-economic damages  
 4 and special/economic damages. (*Richmond v. Allstate Insurance Company* 897 F.Supp. 447, 449-  
 5 450 (S.D. Cal. 1995.) In measuring the amount in controversy, the court must assume that the  
 6 allegations of the Complaint are true and that a jury will return a verdict for the Plaintiff on all  
 7 claims made in the Complaint. (*Jackson v. American Bankers Insurance Company of Florida*  
 8 976 F.Supp. 1450, 1454 (S.D. Al. 1997); see also *Kenneth Rothschild Trust, supra*, 199  
 9 F.Supp.2d at p. 1001.)

10 8. By their Complaint, Plaintiff alleges that State Farm has breached its Business  
 11 Owners/Apartment Insurance policy by, among other things, failing to pay benefits Plaintiff  
 12 contends are due and owing to him by State Farm, including claims for multiple policy limits over  
 13 multiple years, each of which is \$300,000.00. Plaintiff seeks damages well in excess of \$75,000,  
 14 consisting of insurance policy benefits allegedly due, plus financial extracontractual damages for  
 15 experts and consultant, for attorney fees incurred prosecuting this action, and for punitive  
 16 damages.

17 9. A claim for attorney fees is included in determining the amount in controversy,  
 18 regardless of whether the fee award is mandatory or discretionary. (*Galt G/X v. JSS Scandanavia*  
 19 142 F.3d 1150, 1155-1156 (9th Cir. 1999); *Conrad & Associates v. Hartford Accident and*  
 20 *Indemnity Company* (N.D. Cal. 1998) 994 F.Supp. 1196, 1199.) The alleged attorney’s fees  
 21 should be considered as an element of the amount in controversy in the case.

22 10. This is a civil action over which this Court has original jurisdiction under 28  
 23 U.S.C. § 1332 and which may be removed to this Court by State Farm pursuant to the provisions  
 24 of 28 U.S.C. §§ 1441(b) and 1446 because the amount in controversy exceeds \$75,000 and there  
 25 is complete diversity of citizenship between Plaintiff and State Farm.

26 11. This Petition for Removal is timely because it was filed within 30 days of the  
 27 action becoming removable, and within one year after commencement of the action. (28 U.S.C.  
 28 § 1446(c)(1).)

12. A true and correct copy of this Petition for Removal shall be contemporaneously filed in the office of the clerk for the Superior Court of the County of San Francisco at the earliest moment that filing is possible.

Dated: January 27, 2022

ROPERS MAJESKI PC

By: /s/ Todd A. Roberts

TODD A. ROBERTS  
KIRILL M. DEVYATOV  
Attorneys for Defendant  
STATE FARM GENERAL INSURANCE  
COMPANY

**DEMAND FOR JURY TRIAL**

Defendant State Farm hereby demands a trial by jury pursuant to Fed. R. Civ. Proc. 38(a).

Dated: January 27, 2022

ROPERS MAJESKI PC

By: /s/ Todd A. Roberts

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